

RESOLUTION NO. 10-15

EXHIBIT A

FIRST SUPPLEMENT TO INTERLOCAL COOPERATION AGREEMENT

BETWEEN

THE CITY OF WEST LAFAYETTE

AND

PURDUE UNIVERSITY

CONCERNING THE U.S. 231 ANNEXATION

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This First Supplement to Interlocal Cooperation Agreement, dated as of _____, 2015 (this "First Supplement to Interlocal Cooperation Agreement"), between the City of West Lafayette, Indiana (the "City"), and The Trustees of Purdue University ("Purdue University"), is being entered into for the purpose of amending and supplementing the Interlocal Cooperation Agreement, dated as of March 12, 2014 (the "Original Interlocal Cooperation Agreement"), between the City and Purdue University.

WITNESSETH:

WHEREAS, the Preamble to the Original Interlocal Cooperation Agreement, provides, in part, that Purdue University and the City have entered into the Original Interlocal Cooperation Agreement for the purpose of delegating to a joint board created pursuant thereto certain of the parties' respective rights, powers, functions and duties as may be necessary, useful or appropriate to accomplish projects and conduct activities that may be identified from time to time as matters of mutual interest or shared responsibility; and

WHEREAS, the parties have identified the State Street Project, as further described in Exhibit A attached hereto (the "State Street Project"), as a project, which should be accomplished by the construction and operation thereof pursuant to Indiana Code 5-23, as amended (the "BOT Statute"), and desire to identify the State Street Project in the Original Interlocal Cooperation Agreement, as amended and supplemented by this First Supplement to Interlocal Cooperation Agreement (collectively, the "Interlocal Cooperation Agreement"), as a matter of mutual interest and shared responsibility; and

WHEREAS, the parties desire to delegate to the Clerk-Treasurer of the City, the Controller of the City, effective as of January 1, 2016, or any successor to such office (the "Disbursing Officer of the City"), the duty to receive, disburse and account for all monies of the joint undertaking established pursuant to the Interlocal Cooperation Agreement:

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals above are made part of the Interlocal Cooperation Agreement.

2. Identification of State Street Project. For purposes of the Interlocal Cooperation Agreement, the State Street Project is hereby identified as a project, which should be accomplished by the construction and operation thereof pursuant to the BOT Statute, as a matter of mutual interest and shared responsibility of the parties.

3. Delegation of Duty to Disbursing Officer. The duty to receive, disburse and account for all monies of the joint undertaking established pursuant to the Interlocal Cooperation Agreement is hereby delegated to the Disbursing Officer.

4. Ratification of Original Interlocal Cooperation Agreement. The Original Interlocal Cooperation Agreement, as amended and supplemented by this First Supplement to Interlocal Cooperation Agreement, is in all respects hereby ratified and confirmed, and this First Supplement to Interlocal Cooperation Agreement and all provisions contained herein shall be deemed a part of the Original Interlocal Cooperation Agreement in the manner and to the extent provided herein and therein.

5. Application of Interlocal Cooperation Agreement. All the provisions of the Original Interlocal Cooperation Agreement, to the extent not inconsistent herewith, are hereby incorporated into and made a part of this First Supplement to Interlocal Cooperation Agreement. Except as otherwise provided in this First Supplement to Interlocal Cooperation Agreement, all the provisions of the Original Interlocal Cooperation Agreement shall remain in effect and enforceable as provided by the terms thereof.

6. Effectiveness. This First Supplement to Interlocal Cooperation Agreement will be effective upon approval by the Common Council of the City, the Mayor of the City of West Lafayette and the legally authorized representative of Purdue University, upon recording with the Tippecanoe County Recorder and the requisite filing with the State Board of Accounts thereafter, and, if necessary, upon approval of the Attorney General of the State of Indiana pursuant to Indiana Code 36-1-7, as amended.

7. Governing Law. This First Supplement to Interlocal Cooperation Agreement will be construed in accordance with the laws of the State of Indiana.

Agreed the first date written above.

CITY OF WEST LAFAYETTE, INDIANA

THE TRUSTEES OF PURDUE
UNIVERSITY

By: _____
John Dennis, Mayor

By: _____
William E. Sullivan, Executive Vice
President and Treasurer

Attest: _____
Judith C. Rhodes, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Dennis and Judith C. Rhodes, personally known to me as the Mayor and the Clerk-Treasurer, respectively, of the City of West Lafayette, Indiana (the “City”), and acknowledged the execution of the foregoing First Supplement to Interlocal Cooperation Agreement for and on behalf of the City.

WITNESS my hand and notarial seal this ____ day of _____, 2015.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William E. Sullivan, personally known to me as the Executive Vice President and Treasurer of The Trustees of Purdue University (“Purdue University”), and acknowledged the execution of the foregoing First Supplement to Interlocal Cooperation Agreement for and on behalf of Purdue University.

WITNESS my hand and notarial seal this ____ day of _____, 2015.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Kirk E. Grable

This instrument was prepared by Kirk E. Grable, attorney-at-law, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A
DESCRIPTION OF STATE STREET PROJECT

